



Wednesday, November 24, 2004

1:28:00 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 6506

दिनांक 24/11/2004

गावाचे नाव बजाळा

दस्तऐवजाचा अनुक्रमांक नसन2 - 06500 - 2004

दस्ता ऐवजाचा प्रकार अपार्टमेंट डीड
अपार्टमेंट डीड

सादर करणाराचे नाव: श्री. अनिल दत्तात्रय जोशी

नोंदणी फी	:-	100.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (13)	:-	260.00
एकूण	रु.	360.00

आपणास हा दस्त अंदाजे 1:39PM ह्या वेळेस मिळेल

बाजार मुल्य: 428500 रु.
भरलेले मुद्रांक शुल्क: 100 रु.

मोबदला: 425000 रु.

दस्त पक्षकाराला परत केला

सह दुय्यम निबंधक वर्ग - 2
नाशिक - 2

मु.वि.रजि. अ.क्र.	मुद्रांकाचा तपशिल	संख्या	किंमत रूपये
32073	4000 x 1000 x 400 x 100 x / 40 x 20 x 10 x	1	100
	एकूण	1	100

(मुद्रांक विक्रेत्याची सही)

(मुद्रांक विक्रेत्याची सही)



22 NOV 2004

दि 24/11/2004
श्री. अनिल दत्तात्रय जोशी

सह दुय्यम निबंधक वर्ग - 2
नाशिक - 2

न-2
3200/2004
9/93

Govt. Valuation Rs.4,28,500/-
Consideration Rs.4,25,000/-
Registration Fee of Rs.4290/- is
paid vide Agreement of Sale.
Registered at Sr. No.10079/
2001, dt.30/10/2001 on Genral
Stamp of Rs.6,600/-
Declaration of Apartments is
Registered at Sr. No. 6498
dt.24/11/2004.

DEED OF APARTMENT

This Deed of Apartment is made and entered into on this
24th day of November in the Christian Year Two Thousand
Four at Nashikroad.

2.....

नसन-२

दस्ता क्रमांक २५००/२००४

२/९३

BETWEEN

1) MR. SUDHIR SHANKAR DESHPANDE.

Age : 44Yrs., Occu. : Business.

R/o: 47, Sidhivinayak Hsg. Society,
Indira Nagar, Nashik-9.

2) MR. SHIRISH SHANKAR DESHPANDE.

Age : 46Yrs., Occu. : Service.

R/o: 47, Sidhivinayak Hsg. Society,
Indira Nagar, Nashik- 9.

through G.P.A. holder ::

M/s. S.N.ENTERPRISES, a proprietary firm
through Proprieter ::

MR. SUDHIR SHANKAR DESHPANDE.

Age : 44Yrs., Occu. : Business.

R/o: 47, Sidhivinayak Hsg. Society,
Indira Nagar, Nashik-9.

Hereinafter referred to as the " **VENDORS** " (Which expres-
sion unless repugnant to the context or meaning thereof shall
always mean and include their heirs, sucessors, nominees,
trustees, administrators, etc.) OF THE ONE PART;

AND

SHRI. ANIL DATTATRAYA JOSHI.

Age : 39 Yrs., Occu.: Service,

SHRI. VASUDHA ANIL JOSHI.

Age : 34 Yrs., Occu.: Business,

Both R/o: Flat No.4, Atharava Apartment, Near Rathchakra
Hsg. Socy., Indira Nagar, Tal. & Dist. Nashik.

Hereinafter referred to as the " **PURCHASER** " (which ex-
pression shall unless it be repugnant to the context or mean-
ing thereof mean and include his heirs, executors, administra-
tors, etc.) OF THE SECOND PART.

WHEREAS the Vendor No.1 is the owner of the plot
no. 2 & the Vendor No.2 is the owner of the plot no. 3 and
which was described more particularly in the schedule I men-
tioned hereinbelow they have purchased the plots from the
previous owner i.e. Mr. Pundlik Zamber Khode & others by a
registered Sale Deed which was registered at the office of





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दस्तावेज क्रमांक २१००/२००९

३/९३

Sub-Registrar of Assurance Nashik-2 vide Sr. No. 6331 and 6332 dt. 3/7/2000 respectively. And accordingly the name of Vendors have been entered into the record of right under the M.E. No. 5259 and was duly certified by the Circle officer. The Venors have right to use or dispose off the said plots. The Venor No. 2 has entered into the Development Agreement and General Power of Attorney of the said plot with the Vendor No. 1, by way of registered Document, which is registered at the office of Sub-Registrar of assurances, Nashik-2 at Sr. No 10918 dt. 17/11/2000 and accordingly the Vendor No.1 is absolutly in possession and otherwise well and sufficiently entitled to all that piece and parcel of the plots of the said land described in the Schedule-I written hereunder. Thus the Vendor has absolute right to sell, dispose-off, alienate, the said property in any manner whatsoever.

AND WHEREAS the Owner/Vendor has decided to develop said plots by constructing a building on the said property as per approved plan. The Owner / Vendor has absolute and exclusive right to construct a multi-storied building on the said property and sale that flats and other construction and proceed appropriate sale thereof. The Vendor has accordingly started the construcion of building named as "ATHARAVA APARTMENT" on the said property as per building plan which has been duly approved by Nashik Muncipal Corporation vide their letter No.LND/BP/B4/CD/137, dt. 9/5/2000, but Commencement Certificate was in the name of Previous Owner i.e. Mr. Pundlik Zamber Khodeand others, and the said sanction of building permit and commencement certificate, is transferred in the names of Vendor i.e. Shri. Sudhir Shankar Deshpande & Shirish Shankar Deshpande by the Nashik Muncipal Corporation by its letter No. LND/WS/BP/B4/1065 dated 4/11/2000 and the said construction has been completed and Completion Certificate No. Javak Number/ Nagarrachana/ Cidco/ 248 dt. 15/12/2001 has been issued by Nashik Municipal Corporation, Nashik and has completed the construction and Completion Certificate has been issued by Nashik Muncipal Corporation, Nashik vide their letter No. Javak No./ Nagarrachana/ Cidco/94 dt. 2/8/2002.

AND WHEREAS the Owner/ Vendor has right to entered into an Agreement of Sale of the various flats and other constructions to the various prospective purchasers at the price, terms and conditions, as may be decided by the Builders and to appropriate the sale-proceeds thereof.



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दस्ता प्रमाणिक ७३००/२००४

४/१३

AND WHEREAS the Owner/ Vendor had agreed to sale the Flat No.4 on the Ground floor, adm.65.52 sq.mtrs. (built-up) and also exclusive right to use the marginal space adjacent (i.e. west side margin and south side margin) to the flat in the building known as "**ATHARAVA APARTMENT**" on the said property and more particularly described in the Schedule-II, written hereunder and hereinafter referred to as the said flat for the sake of the brevity, to the Purchaser as per an Agreement of Sale dt.29/10/2001, on certain terms and conditions and the consideration. The said Agreement of Sale between the Vendor and the Purchaser is duly registered at the office of the Sub-Registrar, Nashik-2, at Sr No.10079, dt.30/10/2001, on General Stamp of Rs.6,600/-. The Purchaser thus paid the required Stamp Duty and Registration Fee of Rs.4,250/-.

AND WHEREAS the Owner/ Vendors has subjected to the said property to the provisions of the Maharashtra Apartment Ownership Act and the Owner/ Vendor has executed a **Declaration** dt.24/11/2004 under Rule 3 of the Maharashtra Apartment Ownership Rules 1972, which is duly registered at the office of Sub- Registrar Nashik-1 at Sr. No.6498 dt.24/11/2004 and as per the said Declaration and as per the provisions of the Maharashtra Apartment Ownership Act, this Deed of Apartment is executed amongst the parties. The Purchaser hereby states and declares that, he has gone through the said Declaration Deed and the bye-laws at Exh.-B therein and the Purchaser undertakes to abide and follow the said bye-laws.

NOW THEREFORE THIS DEED OF APARTMENT WTNESSETH HEREIN :-

1. That for a total consideration of Rs.4,25,000/- (Rs. Four Lakh Twenty Five Thousand only) which is completely received by the Vendor, therefore, the Vendor do hereby convey, alinate and transfer all that piece and parcel of **Apartment (Flat) No.4** in the **ATHARAVA APARTMENT** situated on **Ground** floor of the Building as per the approved Building plan, and along with the right to use the marginal space adjacent (i.e. East side margin and South side margin) to the said flat.

2. The consideration of **Apartment (Flat) No.4** given by the Purchaser to the Builders includes the consideration of the said **Apartment No.4** along with **8.54 %** right in restricted, common areas and facilities mentioned in the Declaraton of the Apartment dated 24/11/2004.



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दस्तावेज क्रमांक ६५००/२००४

६/१३

3. The actual, clear, vacant and peaceful possession of the said apartment, as described in the Schedule-II written hereunder is already delivered by the Owner/ Vendor to the Purchaser, and the Owner/ Vendor do hereby confirm the possession of the said apartment by the Purchaser as absolute and exclusive Owner thereof.
4. By virtue of this Deed of Apartment, the Purchaser has become the absolute and exclusive Owner of the **Apartment No.4** along with right in restricted common areas and facilities, as defined in the Declaration Deed and as described in the Schedule- II written hereunder.
5. The Apartment conveyed hereunder is free from any encumbrances, charges and defect in the title and that the Owner/ Vendor has not subjected said apartment to any charge by way of Mortgage, Lein, Lease, Gift oral or written Apartment, will etc., and the Owner/ Vendor indemnified the Purchaser with any charge, encumbrance or defect in title, if found with respect of the said Apartment.
6. Along with this Deed of Apartment, the Owner/ Vendor has executed Deed of Apartment of the other Apartments in the Building in favour of the individual Apartment Owners and as such the entire said property, as mentioned in the Schedule-I along with the Building thereon is deem to have been owned by "**ATHARAVA APARTMNET**".
7. The Purchaser shall have **8.54%** right in the common areas and facilities as mentioned in the Declaration Deed.
8. The Purchaser shall enjoy the Ownership and possession of the said Apartment conveyed hereunder as absolute and exclusive owner, without any disturbance or obstruction from the Owner/ Vendor or anybody claiming through them.
9. All the rates, taxes etc. in respect of the said Apartment shall be borne and paid by the Purchaser only, since the date of the receipt of the poseesion of the said Apartment /date of completion.
10. All the charges and expenses as required for obtaining Electric and Water Meter Connection has been borne and paid by the Purchaser.



नसिन-२
घरत क्रमांक २५००/२००४
६/१३

11. The entire expenses of this Deed of Apartment is borne and paid by the Purchaser.

SCHEDULE - I

(DESCRIPTION OF THE SAID PROPERTY)

ALL THAT piece and parcel of the land bearing Plot No. 2 & 3, out of S.No. 108 totally admeasuring 486.50 sq.mtrs. lying and being at Village Wadala Shivar, Nashik and within the Muncipal limits of Nashik Muncipal Corporation and registration and sub-registration district of Nashik, Taluka and Disrtict of Nashik which boundries are as follows ::

East	Plot No. 7 & 8.
West	7.5 mtrs. wide Colony road.
South	Plot No. 1.
North	Plot No. 4.

SCHEDULE - II

(DESCRIPTION OF THE SAID APARTMENT)

ALL THAT piece and parcel of the constructed premises bearing **Apartment(Flat) No.4** on Ground floor constructed on the above said property admeasuring 65.52 sq.mtrs. built-up area in "ATHARAVA APARTMENT" along with 8.54 % ownership rights in common area and facilities and voting right, which boundries are as under ::

East	Marginal Space
West	Parking & Flat No.2
South	Marginal Space
North	Flat No. 3

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED HEREUNTO ON THIS DAY, MONTH AND YEAR MENTIONED IN ABOVE.

SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED GRANTORS ::

1) **MR. SUDHIR SHANKAR DESHPANDE**

2) **MR. SHIRISH SHANKAR DESHPANDE**

through G.P.A. holder ::

M/s. S.N. ENTERPRISES, a
proprietary firm through Proprieter ::

MR. SUDHIR SHANKAR DESHPANDE



नसन-२	
दस्ता क्रमांक ५००/२००४	
०८/१३	

SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED PURCHSER::

- 1) SHRI. ANIL DATTATRAYA JOSHI
- 2) SAU. VASUDHA ANIL JOSHI

[Signature]

[Signature]

Witnesses :

1. *[Signature]*

2. *[Signature]*

२०००/२००१ ५० बुके



Nº 003392

नाशिक महानगरपालिका, नाशिक

जायक नंबर/"नगररचना"/कि.ड.३/२४८

दिनांक १५/१२/२००९

श्री. इमारत बांधकामाचा वापर करणे बाबतचा दाखला (पूर्ण/भमणाः)
सुधीर शंकर देवापडे कारि ३५२ अ.क.

संदर्भ : तुमचा दिनांक ०३/०८/२००९

चा अर्ज क्रमांक : कि.ड.३/कि.१०८

महाशय,

दाखला देण्यात येतो की, १५१७ शिवारातील सि.स.नं. -
सर्व्हे नं. १०८ (५६) प्लॉट नं. २५/३ मधील इमारतीच्या १७०+१२६२+६०५
मजल्याचे इकडील बांधकाम परवानगी नं. कि.ड.३/१०६५/१३६ दिनांक २/५/२००० अन्वये
दिल्याप्रमाणे सर्व्हेक्षक (आर्किटेक्ट) श्री. सुधीर शंकर देवापडे कारि ३५२ अ.क. यांचे
यांचे निरीक्षणाखाली पूर्ण झाली असून निवासी/निवासेत्तर/शैक्षणिक कारणासाठी खालील शर्तीस अधिन राहून
इमारतीचा वापर करणेस परवानगी देण्यात येत आहे. त्याचे एकूण बांधकाम क्षेत्र ५८३.०४
चौ. मि. व चटई क्षेत्र (कारपेट एरिया) ४७३.०४ - ५१०५०

- १) सदर इमारतीचा वापर निवासी/निवासेत्तर/शैक्षणिक कारणाकरीताच करता येईल त्या वापरात बदल करता येणार नाही. वापरात बदल करावयाचा झाल्यास इकडील कार्यालयाची पूर्व परवानगी घ्यावी लागेल.
- २) घरपट्टी आकारणीसाठी अलाहिचा प्रत मा. कर अधिक्षक घरपट्टी विभाग यांचेकडे पाठविण्यात आली आहे तरी संबंधीत विभागाकडे संपर्क साधावा.
- ३) सिंगल फेज विज पुरवठा करणेस हरकत नाही.
- ४) सदरच्या पूर्ण केलेल्या इमारतीत म.न.पा. च्या पूर्व परवानगी शिवाय वापरामध्ये व बांधकामामध्ये बदल करू नये.

५) १६ बंधवाकरीत नसून १६ बंधवाकरीत ५००५६
५००५६ - ५००५६ १०००५५ दिनांक १५/१२/२००९
२००९ अर्ज क्रमांक.

कार्यकारी-अभियंता

नगररचना,

नाशिक महानगरपालिका, नाशिक

